Moreover, Federal Rule of Civil Procedure 78 provides that "a court may make provision by rule or order for the submission and determination of motions without oral hearing upon brief written statements of reasons in support and opposition." Accordingly, the United States District Court for the District of Colorado enacted Local Rule 7.1(G), which provides that a "motion may be decided on the papers unless oral argument, at the court's discretion, is ordered." Under the Rules, it is within a district court's discretion to order oral argument, and federal courts have held repeatedly that the exercise of this discretion does not violate a party's constitutional rights.

Additionally, a party does not have a constitutional right to present oral argument in federal courts of appeal. *See, e.g., Sarelas v. Porikos*, 320 F.2d 827, 828 (7th Cir. 1963) (holding denial of a hearing does not deprive a party of any constitutional rights); *United States Fidelity & Guaranty Co., v. Lawrenson*, 334 F.2d 464, 467 (4th Cir. 1964) (holding a court cannot grant a hearing on every motion filed, since those of a frivolous nature would impede the progress of those which are meritorious). Federal Rule of Appellate Procedure 34(a)(2) accordingly provides a means for the Tenth Circuit to efficiently and effectively decide appeals without oral argument.

The case Ronwin cites, *Goldberg, Commissioner of Social Servs. of the City of N.Y. v. Kelly, et. al.*, 397 U.S. 254 (1970), does not change the foregoing case law or rules. In *Goldberg*, this Court held that an evidentiary hearing was necessary before terminating welfare benefits due to the purpose of welfare benefits, and their importance for daily subsistence. *Id.* at 264-65. The basis for the hearing turned on the fact that welfare benefits were at issue. *Goldberg* is inapplicable here, where Ronwin's request for oral argument was not to argue against a denial of benefits for his subsistence, but to further expound on arguments concerning routine civil claims for damages about which he had already argued extensively in numerous briefs.

While Allstate did not locate a case from this Court squarely addressing whether there is a constitutional right to oral argument in

a civil case, this Court has addressed the issue in a criminal case, *Herring v. New York*, 422 U.S. 853, 863 n.13 (1975), and in the context of administrative proceedings. *See FCC v. WJR, The Goodwill Station, Inc.*, 337 U.S. 265, 275-78 (1949). In *Herring*, this Court held that while there is a federal constitutional right to give closing argument in a criminal case, there is *no* federal constitutional right to oral argument at other stages of the trial or appellate process. 422 U.S. at 863 n. 13. In the *FCC* case, this Court held that there is no constitutional right to oral argument in all administrative proceedings, because Congress has "wide discretion" in creating administrative, as well as judicial, procedures. 337 U.S. at 275-76. Congress does not require oral argument in all judicial proceedings, and in fact, has established rules giving the courts power to dispense with oral argument where courts conclude it is appropriate to do so. *See supra*.

All of the foregoing authority makes clear that there is no constitutional right to oral argument. Further, the Rules of Civil and Appellate Procedure properly provide district and appellate courts with the authority to forego oral argument when they conclude that oral argument would not assist them, or would otherwise impair the efficient and effective disposition of cases. As a result, this Court should deny the Petition on the first question presented by Ronwin.

II. THE TENTH CIRCUIT AND THE DISTRICT COURT PROPERLY DISMISSED RONWIN'S CLAIMS.

The Tenth Circuit affirmed the District Court's proper dismissal of Ronwin's claims pursuant to Federal Rule of Civil Procedure 12(b)(6). Pet. App. at 24. First, the lower courts correctly ruled that pursuant to Colorado Revised Statute § 10-4-607, Allstate is immune from all state-law claims arising out of communications related to the cancellation of an insurance policy.[2] Pet. App. at 42-43. Second, the lower courts correctly ruled that Ronwin has no

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[2] Both the District Court and the Tenth Circuit found that even if this statutory immunity did not apply, Ronwin's state-law claims failed on their merits. Because Ronwin has not sought certiorari on that issue, Allstate does not address the merits of his state-law claims.

standing to bring a RICO claim, and cannot establish a predicate act or a pattern of racketeering as the statute requires. Pet. App. at 50-54.

A. The Lower Courts Properly Found That Allstate Was Immune From All Of Ronwin's State-Law Causes Of Action.

In reviewing a Rule 12(b)(6) motion to dismiss in the context of qualified immunity, a court should not dismiss a complaint unless it "appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief." *Peterson v. Jensen*, 371 F.3d 1199, 1201 (10th Cir. 2004) (citation omitted). Even under that standard, the Tenth Circuit correctly found Allstate immune from Ronwin's state-law claims.[3]

The District Court and the Tenth Circuit found Allstate immune from Ronwin's state-law causes of action because Colorado Revised Statute § 10-4-607 is inapplicable to Allstate's cancellation notice. Pet. App. at 24, 27, 42-43. Ronwin alleges that because he had verbally notified Allstate that he would not be insured by Allstate after his auto insurance policy terminated on May 23, 2002, Allstate could not subsequently send him a cancellation notice, and thus the statute does not apply. Pet. at 14. The statute's plain language demonstrates the fallacy of his argument.

All of Ronwin's state-law claims against Allstate arise from oral and written communications between Allstate and him regarding the cancellation or non-renewal of his automobile insurance. Allstate followed Colorado law in mailing a cancellation notice to Ronwin, and withdrew its request for any further premium based on Ronwin's contacts with it about that notice and his decision not to

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[3] Federally-created causes of action, such as RICO, cannot be restricted by state laws or rules relating to immunity. *Smith v. Losee*, 485 F.2d 334, 341 (10th Cir. 1973). Thus, the lower courts dismissed Ronwin's RICO claim on its merits, not pursuant to the state statute discussed herein. *See* Section II.C., *infra*.

renew his policy. Colorado Revised Statute § 10-4-607 provides that Allstate is immune from suit under these circumstances:

> **Immunity**. *There shall be no liability on the part of, and no cause of action of any nature shall arise against,* the commissioner or against *any insurer,* its authorized representative, its agents, its employees, or any firm, person, or corporation furnishing to the insurer information as to the reasons for cancellation or nonrenewal, or *for any statement made* by any of them *in any written notice of cancellation or notification of reason for nonrenewal, or in any other communication, oral or written, specifying the reasons for cancellation or nonrenewal, or the providing of information with respect thereto,* or for statements made or evidence submitted at any hearings conducted in connection therewith.

(Emphasis added). The lower courts were thus correct in finding that the statute "encompasses the conduct of the insurance companies." Pet. App. at 43.

Moreover, Colorado law mandates that no insurer shall refuse to renew a policy of automobile insurance unless the company provides thirty days' advance written notice of its intention not to renew. Colo. Rev. Stat. § 10-4-604(1) (exceptions exist for non-payment of premium, which is not an issue here).

All of Ronwin's state-law claims against Allstate concern written or oral communications between Allstate and him about his decision to cancel his Allstate automobile insurance, Allstate's notice of cancellation/renewal of that policy, and Allstate's withdrawal of its request for any further premium. Pet. at 10-14. The notice, with absolute accuracy, informed Ronwin that if he

elected not to pay the minimum renewal payment during the specified grace period, his policy would be cancelled. While the notice did not say that the cancellation would be effective as of the policy's termination date, it did say that if he had any questions about the cancellation notice, he should contact his agent or produce of record as soon as possible. Ronwin did have questions, and obviously an objection to the notice, and did call Allstate. In response to his contacts, Allstate made clear that because of 1) his prior call in which he said he was canceling his policy, and 2) his further contact in which he indicated that he would not pay the grace-period renewal premium or continue as an Allstate insured, his policy terminated effective May 23, 2002, the original termination date. Allstate has immunity as to all of these written and oral communications. Colo. Rev. Stat. § 10-4-607.

Moreover, as the Magistrate correctly found in the Recommendation ultimately adopted by the Tenth Circuit, the statute's applicability is not limited to information furnished only during the policy period, or to information furnished during some undefined and indefinable period before an insured calls to say he is canceling his policy. *See* Pet. App. at 43-44.

B. There is No Basis To Hold The Colorado Statute Unconstitutional.

In one paragraph, Ronwin alleges that Colorado Revised Statute § 10-4-607 is unconstitutional because it confers "absolute" immunity on insurance companies. Pet. at 14-15. First, Ronwin did not raise this issue until he filed his Tenth Circuit reply brief. As a result, it was not properly raised below and is therefore waived. *Sprietsma v. Mercury Marine*, 537 U.S. 51, 56 n.4 (2002).

Second, there is no basis for finding Section 10-4-607 unconstitutional. Contrary to Ronwin's assertions, Section 10-4-607 only grants immunity to insurers for oral or written statements concerning cancellations or nonrenewals of insurance. Insurers remain subject to a wide variety of suits for other alleged acts and omissions. Moreover, the Federal and State legislatures may and have granted qualified immunity to non-governmental persons and

entities besides insurers in a variety of circumstances. *See, e.g.,* Fair Credit Reporting Act, 15 U.S.C. § 1681h(e) (2005) (granting qualified immunity to consumer credit reporting agencies); Colo. Rev. Stat. § 12-36.5-105 (2005) (granting qualified immunity to members of healthcare professional review committees, witnesses before such committees, and any person who files complaints with such committees).

In summary, the lower courts' dismissal of all of Ronwin's state law claims on grounds of qualified immunity was correct, and this Court should deny the Petition as to the state-law claims addressed in the second question presented by Ronwin.

C. The District Court Correctly Held that Ronwin Failed to State a RICO Claim.

Allstate sent Ronwin a routine cancellation notice in the mail with an invoice for the payment he would have to make to continue his coverage after the policy termination date and during the renewal period. Ronwin alleges that the notice was tantamount to Allstate's refusal to honor his oral notification that he was canceling his policy. Pet. at 10-12. In conclusory allegations, he contends that this constitutes "attempted extortion" and "criminal fraud" because Allstate is hoping that insureds who have "average or below average intelligence" will "be taken in by fear of exposure . . . if they fail to obtain replacing insurance, or, . . . may come to think they actually owe the monies demanded[.]" Pet. at 13. The Magistrate Judge, the District Court, and Tenth Circuit all correctly held that these unwarranted inferences were insufficient to withstand Allstate's motion to dismiss. Pet. App. at 24, 27, 50-54.

RICO authorizes a private civil action by any person injured in his business or property by reason of a violation of 18 U.S.C. § 1962. 18 U.S.C. § 1964(c). To state a claim under Section 1962, a plaintiff must show that the (1) conduct, (2) of an enterprise, (3) through a pattern, (4) of racketeering activity, (5) injured his business or property. 18 U.S.C. § 1962. Ronwin failed to establish that he has standing to bring his RICO claims and also failed to state

a claim for relief under RICO. Therefore, the Tenth Circuit's decision affirming the dismissal of his RICO claim was correct.

1. Ronwin has no standing to bring a RICO claim.

Private litigants have standing under RICO only to the extent that they have been injured in their business or property by conduct constituting a RICO violation. *Sedima, S.P.R.L. v. Imrex Co., Inc.*, 473 U.S. 479, 496 (1985). The showing of injury requires proof of a concrete financial loss, and not mere injury to a valuable intangible interest. *Berg v. First State Ins. Co.*, 915 F.2d 460, 464 (9th Cir. 1990) (company directors could not maintain RICO action against insurers who cancelled their liability policies, because directors had incurred no actual expenses as a result of the cancellation).

Here, the lower courts correctly found that Ronwin has not and cannot allege any concrete financial loss. Pet. App. at 52. Ronwin's only allegation of injury is that he spent time communicating with Allstate after he received his cancellation notice in the mail. Pet. at 10-12. Such an investment of time does not give rise to a viable RICO claim. *Berg*, 915 F.2d at 464.

Further, even if he believes Allstate's intent in providing him with the cancellation/renewal notice and related invoice was to harass or intimidate him, Ronwin has failed to state a claim under RICO. *See, e.g., Rylewicz v. Beaton Servs. Ltd.*, 888 F.2d 1175, 1178-80 (7th Cir. 1989) (defendants' harassment and intimidation of litigants in attempt to get them to settle lawsuit could not support RICO claim). Indeed, Ronwin admitted in the courts below that he never paid the amount Allstate invoiced for renewal of his policy, and that Allstate withdrew the invoiced amount when he reiterated that he had decided to cancel the policy and would not pay the premium.

In any event, the injuries that Ronwin has alleged simply are not the type that RICO was designed to prevent. RICO's purpose is to thwart organized criminals' invasions and acquisition of legitimate business enterprises and property. Thus, Congress intended it as a means to combat organized crime, not to provide

every tort plaintiff a federal cause of action and treble damages. *See Oscar v. Univ. Students Co-Operative Assoc.*, 965 F.2d 783, 785-86 (9th Cir. 1992) (where plaintiff alleged only personal injuries based on allegations that she suffered diminished enjoyment of her apartment, she did not state a viable RICO claim). The unavailability of a federal RICO treble-damages action for personal injuries obviously does not restrict a plaintiff's ability to allege other causes of action, *id.*, although in this case Ronwin lacks a factual or legal basis to state *any* claim against Allstate.

2. Ronwin cannot establish a predicate act of racketeering.

Even if Ronwin could establish standing to bring a RICO claim, his claim fails on the merits for at least two reasons. First, as the lower courts found, Ronwin fails to allege a predicate act of racketeering. Pet. App. at 53. Second, because he cannot allege such an act, he cannot show the pattern of racketeering that RICO requires. *See Sullivan v. Boettcher & Co.*, 714 F. Supp. 1132, 1134-37 (D. Colo. 1989).

With regard to the first reason, a racketeering activity is any act chargeable under several generically-described state criminal laws, any act indictable under numerous specified federal criminal provisions, and any offense involving bankruptcy, securities fraud, or drug-related activity that is punishable under federal law. *See* 18 U.S.C. § 1961(1); *see also Sedima*, 473 U.S. at 481-82. A racketeering activity must be an act that is subject to criminal sanction *in and of itself*. *Sedima*, 473 U.S. at 488.

Ronwin's allegations concerning Allstate's mailing to him of a policy cancellation/renewal premium notice for his auto insurance policy do not remotely describe an act indictable under state or federal criminal laws. Indeed, his allegations concern only Allstate's *compliance* with a Colorado statute requiring Allstate to advise him of the cancellation of his policy. This in no way constitutes "racketeering activity" pursuant to RICO. Ronwin makes a conclusory allegation that Allstate's conduct constituted "mail fraud" simply because Allstate sent its cancellation notice through

the mail. Pet. at 13. But it was not mail fraud for Allstate to mail Ronwin an accurate notice of his policy's cancellation and the premium he would need to pay if he wished to renew it.

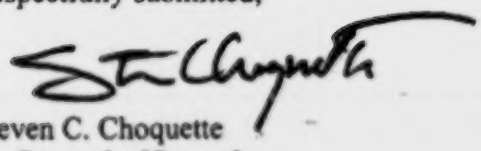
The second reason why Ronwin's RICO claim fails is that to state a valid RICO claim, a plaintiff must allege and prove that a predicate act of racketeering was committed by an "enterprise." RICO broadly defines "enterprise" in Section 1961(4) to include any individual, partnership, corporation, association, or other legal entity and any union or group of individuals associated in fact although not a legal entity. *The alleged enterprise must be a separate, distinct entity from the defendant whose behavior is at issue. Schroder v. Volcker,* 646 F. Supp. 132, 135 (D. Colo. 1986). *See also Brannon v. Boatmen's First Nat'l Bank of Okla.,* 153 F.3d 1144, 1146 (10th Cir. 1998) (an entity that is considered the "enterprise" cannot also be the RICO defendant). Ronwin failed to allege a pattern of racketeering by an enterprise, as he had to do under the statute. Thus, the Tenth Circuit's affirmance of the District Court's dismissal of Ronwin's RICO claim was correct for this reason as well.

Based on the facts and governing law, the lower courts correctly concluded that Ronwin's RICO claim failed as a matter of law, and this Court should also deny the Petition as to the RICO claim Ronwin addressed in the second question presented.

CONCLUSION

For all of the foregoing reasons, this Court should deny the Petition in its entirety.

Respectfully submitted,



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SUPREME COURT OF THE UNITED STATES

EDWARD RONWIN, Petitioner,

v.

ALLSTATE INSURANCE CO., et al.,
Respondents.

ON PETITION FOR A WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF
APPEALS FOR THE TENTH CIRCUIT

REPLY TO ALLSTATE INSURANCE CO.'S BRIEF IN OPPOSITION TO PET. FOR CERT.

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REPLY TO ALLSTATE INS.CO.'s OPPOSITION TO PET.CERT.

Allstate is the only Respondent to submit an Opposition to Pet.Cert. The Colorado Attorney General's office has also declined to submit an Opposition.

I. There are several instances where Allstate has deliberately mislead this Court starting with comment in its Statement of the Case, Oppo. ¶ 1 @3. Thus, Allstate writes: "..[Ronwin] received a cancellation notice in the mail from Allstate shortly after he verbally cancelled his insurance.." The "cancellation notice" was received on June 10, 2002 three weeks after the policy expired by its own terms; there was nothing in existence to cancel, Pet.Cert. 4th Full ¶ @ 10. Furthermore, Allstate forgot to note that the "cancellation notice" threatens "collection" if the premiums demanded for the non-existent policy is not paid, DOC.44, Exh.1; and that in talk with Michael Lanteri, Allstate's agent, after Ronwin received said notice, Lanteri threatened to take Ronwin "to small claims court" if Ronwin did not pay the premiums., ¶ 13 @ 3-4, DOC.1. Also, contrary to Allstate's view in its Statement of the Case, Ronwin was put to significant effort to obtain Allstate's ultimate withdrawal of its false demands, DOC.1, ¶'s 13-20.

Contrary to Allstate's view in its Statement of the Case, the demand for monies not due, using a false notice accompanied by threats of collection and taking to court, which Allstate admits in writing is its procedure, DOC. 1, ¶ 14 and DOC.1, Exh.7, p.2, last ¶, emphasizes the extortionate purposes of said notice, (the alleged "backdating [of] a termination request" is nonsense, Pet.Cert @12, 2nd and 3rd full ¶'s). Compare, too, Magistrate's erroneous comments, Pet.App.53

where contrary to Conley v. Gibson, 355 U.S. 41, 45-46 (1957), the Magistrate determined the facts, rather than accepting the facts as pled by Ronwin and supported with written evidence, DOC.44, Exh.1.

II. Allstate quotes this Court's Rule 10 and claims that no part of same applies to this case, Oppo. @4-5. It is suggested that Rule 10(c) does apply since this case presents important questions of federal law that ought to be settled by this Court, Questions Presented, Pet.Cert. 1.

111. Allstate argues that disposition of cases without oral argument is not unconstitutional, Oppo. 5-7. In support, Allstate cites several cases, Oppo. 5-7, and rules whose text it sets out, Oppo. 2-3. While these rules, (Fed.R.Civ.P.78; App.R.Civ.P.34(a)(2) and Colo.Dist.Ct.Local R. 7.1(G)), allow federal courts discretion to allow or deny oral argument, such rules do not, per se, trump the 1st Amendment right to petition [courts] for redress of grievances, which right implies a full and fair determination of presented grievances, nor, per se, trump Amendment 7's right to demand a jury to determine the facts of a case, (a jury was demanded, DOC.1 @1), nor, per se, trump the 5th and 14th Amendment rights to due process and equal protection.

In this action the Court of Appeals in dismissing the case ordered Ronwin to show cause why he should not be sanctioned for filing a frivolous appeal, Pet.App. @23-25, (an error was made in retyping the last few words of the court's order wherein Ronwin was ordered to show cause). In response to the order to show cause, Ronwin wrote that the Court of Appeals affirmed an absurd, impossible and unconstitutional interpretation of CRS § 18-9-111(1) taken with sub§(f), said Response @ 2; supported and approved a

criminal act by SNYDER, said Response @ 5; that the panel members failed to discern the unconstitutionality of CRS 10-4-607, said Response @ 7-8; that the panel members supported and approved two, separate criminal rackets, thereby displaying "bad behavior,"said Response @ 10; totally misjudged every aspect of Ronwin's positions, said Response @ 12; and that the denial of oral argument resulted in total denial of justice to Ronwin, said Response at @ 13-14. The pertinent statements of the foregoing portions from Ronwin's Response to Order to Show Cause are reproduced in the Appendix herein.

The Court of Appeals discharged the Order to Show Cause, Pet.App. @ 25-26 and Pet.Cert @ 18-19; thereby recognizing that the complaint and the appeal was not frivolous.

Fed.R.Civ.P.12(b)(6) is held to require that the judge take all facts pleaded in the Complaint as true and look upon them with favor, Conley, supra, 355 U.S. @ 45-46. Ronwin pled the criminal action of Snyder which worked up Nash to a frenzy which Chief Harrison admitted to Ronwin he had heard, Pet.Cert. @ 15-18. The facts of Snyder's lying to Nash, which so ignited Nash's anger and actions are undeniable; yet, the Magistrate held Snyder's lies to be "nothing more than to telephone the police with a complaint about [Ronwin]," and to be "..the mere furnishing of information to police officers..," Pet.Cert. @ 20; Pet.App. @ 58. Ronwin's facts on Snyder, as on almost all facts pled in the complaint were not held as true and looked upon with favor by the Magistrate, which posture met with approval by the Dist. Judge and the Court of Appeals. Yet, oral argument could have averted that wrongful result.

When a rule of court, such as the allowance of discretion

on whether to allow oral argument, can result in denying a full and fair determination of a complainant's petition for redress of grievances or where the court decides the facts thereby denying the constitutional demand for a jury, as done herein without hearing witnesses, without discussion of physical evidence, without allowance of discovery and other features of due process, the rule must fall or be so amended as to prevent the violations of citizens' constitutional rights. That Congress has given the courts authority to grant or deny oral argument, Oppo. @ 6, does not trump said constitutional rights. Neither is it sufficient to argue, as does Allstate, that denial of oral argument is merely a matter of separating "frivolous" cases from "meritorious" ones, Oppo. @ 6. In fact, the belated recognition by the Court of Appeals that Ronwin's action was not frivolous, above @ 3, reflects the abuse resulting from the total refusal to hold oral argument on any aspect of this case in the courts below.

In Oppo. @ 6, Allstate misreads the purpose of Goldberg v. Kelly, 397 U.S. 254, 90 S.Ct. 1011, 1020 (1970), on oral argument and appearances before a judge. Primarily, we don't judge cases on their points of fact, we judge cases on their points of law. See Ronwin's explanation, Pet.Cert @ 9-10.

IV. Preliminarily, and contrary to fn.2, Oppo. @ 7-8, the state law claims are comprehended within Question 1 Presented for Review, Pet.Cert @ 1.

A. Allstate attempts to cloth its "cancellation notice" with validity and also with absolute immunity allegedly provided by CRS § 10-4-607, Oppo. @ 8-9. As noted in Pet.Cert. @ 14-15, said notice can only apply if said notice were valid; merely putting the words, "cancellation notice" on a docu-

ment does not make it such notice. In this case, Allstate's notice cancelled nothing because no policy was in existence when it was sent to Ronwin, Pet.Cert. 4th full ¶ @ 10 and above @ 1.

Further, no immunity accrues to insurers even for valid cancellation notices because CRS § 10-4-607 is unconstitutional, Pet.Cert. @ 14-15.

Allstate deliberately misleads this Court when it writes that, "..the lower court's dismissal of all of Ronwin's state law claims on grounds of qualified immunity was correct...," (emphasis supplied), Oppo. @ 11. Yet, in its Motion to Dismiss, Allstate claimed that it is "...absolutely immune from all of Ronwin's...claims," (emphasis added), Heading of Sec. II.B, DOC. 37; and, the Magistrate declared in capital letters upon the "ABSOLUTE IMMUNITY FOR INSURANCE COMPANIES IN REGARD TO STATE LAW CLAIMS," Pet.App. @ 42.

B. Another of Allstate's deliberate efforts to mislead this Court is found in Oppo. @ 9, where Allstate argues that under CRS § 10-4-604(1), (see Appendix herein for text), an insurer "shall not refuse to renew a policy of automobile insurance unless the company provides thirty day's advance written notice of its intention not to renew," (emphasis added). The statute clearly does not apply under the facts of this case and does not make Allstate's cancellation notice a valid document. Ronwin ordered non-renewal before Allstate's policy expired, Pet.Cert. 4th full ¶ @ 10. The notice was received on June 10, 2002, above @ 1. Further, this is not a case where Ronwin demanded renewal and Allstate refused; rather, Ronwin ordered non-renewal regardless of what Allstate might have wanted! (DOC. 44 @ 6, ¶ 9).

If Rule 11 means anything, this Court should apply it to Allstate's deliberate efforts to mislead!

C. Contrary to Allstate's posture, Oppo. @ 10-11, the basis for the unconstitutionality of CRS § 10-4-607 is set forth in Pet.Cert. @ 14-15. That Ronwin raised the issue in the Tenth Circuit does not deny its admission in this record since the Tenth Circuit did not exclude the argument; rather it, in effect, ruled upon it, saying, "...Having reviewed the briefs, the record, and the applicable law pursuant to these standards, we conclude that the district court correctly decided the case..." Pet.App., last ¶ @ 24.

Allstate's pointing to the situation where qualified immunity is granted to private agencies and committees, Oppo. @ 10-11, does not support the absolute immunity grant of CRS § 10-4-607 to insurers or even to the Colorado Commissioner of Insurance.

D. Allstate argues that Ronwin suffered no injuries of a type RICO was designed to prevent, Oppo. @ 12. Ronwin discussed some of his injuries and efforts caused by Allstate's extortionate racket which employed the mails, DOC.44 @ 4 and actually suffered additional injuries and monetary costs. Further, Ronwin's time is a property, (every employee sells his or her time), and same is lost forever. Much of Ronwin's time was taken up by Allstate's racket, DOC.44 @ 14. Furthermore, there is no floor on the degree of injury that justifies a RICO claim. Thus, as little as $250 and lost opportunity for better mortgage terms satisfied the injury requirement as stated in Ferleger v. First American Mortg. Co., 662 F.Supp. 584, 589 (N.D. Ill. 1987), (DOC. 44 @ 14-15.

E. In arguing that Ronwin cannot show a predicate act of racketeering, Allstate alleges that it merely complied "with a Colorado statute requiring Allstate to advise [Ronwin] of the cancellation of his policy," Oppo. @ 13, last ¶. Aside from the fact that no one can cancel a non-existent policy, it is shown above at 5 that said statute, CRS § 10-4-604(1), does not apply. As to Ronwin's policy, Allstate's obligation was to honor Ronwin's order that the policy would expire by its own terms on May 23, 2002 and not be renewed, without any false notices, demands for monies not due and without threats of collection or taking to court for the monies not due.

As a second point Allstate argues that Ronwin must "allege and prove that a predicate act of racketeering was committed by an 'enterprise'", Oppo. @ 13. The predicate act of racketeering in this case is the continued practice, admitted by Allstate in writing, DOC 44, Exh. 7, p.2, last ¶, that if an insured informs Allstate that he/she/it will not renew a current policy and refuses to name a replacing insurer, Allstate automatically sends its alleged cancellation notices which, as above @ 1, are extortionate in intent and which are sent by the mails. The enterprise is the management and lower personnel of Allstate who do the work of the racket, e.g., Kathy Thomson, the Allstate Denver, CO, customer care manager, who wrote Exh. 7 and discussed the racket with Ronwin; and Lanteri, the Allstate agent, on the policy, (DOC.1, ¶'s 13-14 @ 3-4; DOC. 44 @ 4 and Sec. 19(a) to 19(j), incl., @ 11-14), wherein it is also noted that an enterprise is an "ongoing organization," U.S. v. Turkette, 452 U.S. 576, 583 (1981); "even though not a legal entity," U.S. v. Coonan, 938 F.2d 1553, 1559 (2nd Cir. 1991). Also, not just upper management but lower personnel can operate an enterprise, Reeves v. Ernst and Young, 507 U.S. 170, 184 (1993). The

corporate/employee owner, a natural person, is distinct from the corporation itself which has a different legal status and an employee who operates an unlawful RICO pattern uses the corporation as a vehicle even if not the sole or any owner, Cedric Kushner Promotions, Ltd. v. King, 553 U.S.__, 121 S.CT. 2087, 2091-2092 (2001). Thus, Lanteri and Thomson, and other Allstate personnel who may be identified by discovery are in the enterprise complained of in this case.

F. Lastly, Allstate presents questions for review, Oppo. @ 1, which are deliberate distortions of the questions presented for review by Ronwin, Pet.Cert. @ 1.

CONCLUSION

Based on the arguments in Pet.Cert. and herein, it is urged that this case be accepted by this Court.

Edward Ronwin, Petitioner

APPENDIX FOLLOWS

Pertinent portion of text of CRS § 10-4-604(1):

No insurer shall refuse to renew a policy unless such insurer or its agent mails or delivers to the named insured, at the address shown in the policy, at least thirty days' advance notice of its intention not to renew...

Excerpts from Ronwin's Response to Order to Show Cause

in the Court of Appeals as referred to herein:

At p. 2: "By the Panel's affirming the court below, JUDGMENT, p. 2-3, the Panel has adopted an absurd, impossible and unconstitutional interpretation of the pertinent sections of CRS § 18-9-111(1)taken with sub§(f)".

At p. 5: "Where does this leave the Panel members? It leaves them in the posture of supporting and approving a criminal act by SNYDER,"..(emphasis in original).

At pp. 7-8: "Odd that the Panel members did not discern the danger of CRS § 10-4-607, (and other similar statutes that the Colo. Legislature might conceive), to the welfare and constitutional rights of American citizens." (Parenthetical comment in original).

At p. 10: "Once again, (twice since the RICO claims are separate), the Panel Members by promulgating JUDGMENT place themselves in the position of supporting and approving two, separate criminal rackets; thereby displaying "bad behavior," as discussed above at pp. 4-5." (Parenthetical comment in original).

At p. 12: "In view of what has been presented herein, and in the record by RONWIN, it is simply astounding that Panel Members with presumably years of experience as judges could so totally misjudge every aspect of RONWIN's position..."

At pp. 13-14: "At any rate, the bottom line in this action, is that the denial of all oral argument has resulted in a total denial of justice to RONWIN..."